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*Attorneys for Defendants Sunset West Legal Group, PC
and Quintessa LLC d/b/a The Injury Help Network*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

TERRY FABRICANT, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

SUNSET WEST LEGAL GROUP, PC
and QUINTESSA LLC d/b/a THE
INJURY HELP NETWORK,

Defendants.

Case No.: 2:24-cv-04264-FLA-MAA

Hon. Fernando L. Aenlle-Rocha

**JOINT STIPULATION FOR
CONFIDENTIALITY AND
PROPOSED PROTECTIVE ORDER**

1 **IT IS HEREBY STIPULATED** by and between Plaintiff, Terry Fabricant
2 (“Plaintiff”), and Defendants, Sunset West Legal Group, PC (“Sunset”) and
3 Quintessa LLC d/b/a The Injury Help Network (“Quintessa”) (collectively, the
4 “Defendants”) (Plaintiff and Defendants may be individually referenced as a “Party”
5 and collectively referenced as the “Parties”), by and through their respective counsel
6 of record, that in order to facilitate the exchange of confidential information and
7 documents, the Parties desire to contractually bind themselves to the terms herein
8 and, if necessary, obtain the Court’s approval of this agreement,

9 **THEREFORE**, based upon the foregoing, the Parties hereby stipulate and
10 agree to the following terms and conditions and to entry of an order hereon by the
11 Court:

12 **IT IS FURTHER ORDERED:**

13 1. “Confidential Information” shall mean any document, portion thereof,
14 information, or any other form of evidence or discovery, designated as “Confidential”
15 by a Producing Party (as defined below) who in good faith believes that the discovery
16 includes sensitive confidential business, proprietary, or personal information that
17 would not ordinarily be disclosed publicly and which, if disclosed publicly, could
18 cause prejudice or competitive harm, or any other information considered
19 confidential or proprietary pursuant to applicable laws, and shall include, without
20 limitation, all copies or abstracts of the foregoing. All copies of material properly
21 designated as Confidential and all abstracts, charts, summaries, and notes made from
22 material properly designated as Confidential shall be treated as Confidential
23 Information.

24 2. Information produced or exchanged in the course of this action may be
25 classified as Confidential Information by any Party or any third-party producing
26 documents, information, or providing testimony in connection with this action
27 (individually and collectively, a “Producing Party,” as the context requires). Such
28 information may be designated as Confidential by a Producing Party, whether it be a

1 document, information revealed during a deposition, information revealed in an
2 interrogatory answer, or otherwise. A Producing Party will make such designation
3 only as to that information which the Producing Party in good faith believes to be
4 Confidential Information entitled to protection under any applicable Rule, Statute,
5 Order, Regulation, or case law. However, this Order shall not apply to information
6 that is public knowledge.

7 3. “Qualified Person” shall mean:

8 (a) The Plaintiff, Terry Fabricant;

9 (b) The Defendants, Sunset West Legal Group, PC and Quintessa LLC
10 d/b/a The Injury Help Network;

11 (c) Counsel of record in this action and employees and staff personnel
12 of such counsel of record to whom it is necessary that Confidential Information be
13 shown for purposes of this action; and

14 (d) Agents of, or persons retained by, any counsel of record in this action
15 for the purpose of assisting in the preparation of this action for trial to whom it is
16 necessary that Confidential Information be shown for that purpose and who have first
17 signed a document in the form of Exhibit “A” attached hereto to be kept on file with
18 the attorneys of record for the Party making such Confidential Information available
19 to such person; those counsel of record shall retain the signed document in the form
20 of Exhibit “A” until further Order of this Court or joint stipulation by the Parties and
21 any Producing Party. Notwithstanding the foregoing, to the extent a retained expert
22 or agent is, was, or is anticipated to become an employee of a competitor of a
23 Producing Party, then such Producing Party shall be given notice (in writing) and a
24 reasonable opportunity to object and/or seek a further protective order prior to
25 disclosing such information to the expert or agent in question;

26 (e) Any employees of the Parties or other agents of the Parties, who are
27 actively involved in this action, and who have first signed a document in the form of
28 Exhibit “A” attached hereto and submit such document with counsel of record for the

1 Party making such Confidential Information available to such person;

2 (f) Personnel of the Court and court reporters and necessary support
3 personnel of such court reporters retained in connection with any hearing in this
4 action or in connection with any depositions taken by any party in this action to the
5 extent necessary to transcribe and/or record the deposition testimony and identify
6 exhibits marked in the course of the deposition under seal or with suitable precaution
7 calculated to maintain confidentiality; and

8 (g) Independent litigation support vendors, including, but not limited to,
9 legal interpreters and translators, document reproduction services, computer imaging
10 services, and demonstrative exhibit services, who are retained by a Party to perform
11 services in connection with this action, provided that any such persons sign a
12 document in the form of Exhibit "A" attached hereto and submit such document to
13 the counsel of record for the Party making such Confidential Information available
14 to such person.

15 4. Confidential Information shall include all documents and copies of such
16 documents which a Producing Party has designated as Confidential by marking each
17 page "Confidential," or, in the case of documents or information produced by third-
18 parties pursuant to process issued in this action, by any Party notifying the other
19 Parties in writing, within twenty (20) business days of the notifying Party's receipt
20 of the third-party production, of each page designated by such Party subject to
21 Section 1 above as Confidential Information. All third-party production will be
22 treated as confidential to the extent designated as Confidential by any Producing
23 Party or until the expiration of the twenty-day period. In lieu of marking the originals
24 of such documents, any Producing Party may mark the copies of such documents that
25 are produced or exchanged.

26 5. Portions of a deposition of a Party or of an independent expert retained
27 by a Party for purposes of this Action, or by a non-party possessing information
28 considered Confidential by any Party, may be designated by any Producing Party

1 subject to Section 1 above as Confidential Information by indicating on the record at
2 the deposition that the testimony is confidential and subject to the provisions of this
3 Order. The Producing Party may also designate such portions of a deposition as
4 Confidential by notifying all Parties in writing, within twenty (20) business days of
5 receipt of the full and complete transcript of said deposition. Counsel of a Producing
6 Party may designate on the record during deposition the information that contains
7 Confidential Information that is to be made subject to the provisions of this
8 Stipulation. Persons not permitted access to such Confidential Information pursuant
9 to this Stipulation shall be excused from the deposition during the portion thereof
10 disclosing the Confidential Information. Moreover, the court reporter shall be
11 instructed to mark the deposition transcript accordingly. A Producing Person may
12 later designate testimony or information disclosed at a deposition as Confidential by
13 notifying all Parties in writing that the transcript is available, and of the specific pages
14 and lines of the transcript that are to be designated Confidential. If no Confidential
15 designation is made at the time of a deposition, such deposition nonetheless shall be
16 treated as Confidential Information from the taking of the deposition until twenty
17 (20) days after all Parties are notified by the court reporter or any Party that the
18 transcript is available. In addition, if a Producing Party designates as Confidential
19 any information disclosed or discussed in the course of a deposition, the reporter for
20 the deposition shall be directed that questions, answers, colloquy, and exhibits
21 referring or relating to any such Confidential Information shall be placed in a separate
22 volume so as to reflect the confidentiality of the material contained therein. If any
23 portion of a deposition transcript is filed in this action or any other proceeding and
24 contains Confidential Information, that portion of the transcript shall bear the
25 appropriate legend on the caption page and shall be filed under seal. In addition, for
26 any deposition in which documents designated as containing Confidential
27 Information are marked as exhibits or shown to the deponent or otherwise employed,
28 those designated documents shall be considered Confidential Information and subject

1 to the provisions of this Order. All depositions will be treated as Confidential
2 Information from receipt by the deponent and any other person and/or entity entitled
3 under this Stipulation to designate Confidential Information pursuant to section 1
4 above until the expiration of the twenty (20) day period; provided, however, that
5 nothing contained in this Joint Stipulation shall limit or inhibit the use of depositions
6 in connection with any evidentiary hearing or in support of a motion to be filed with
7 the Court subject to Section 12 below. In the event any Confidential Information is
8 disclosed by a Producing Party in electronic, photographic, or other non-
9 documentary form, the Confidential designation shall be placed on the jacket, slip
10 sheet, cover, or container in which the non-documentary Confidential Information is
11 produced. The recipient shall maintain the non-documentary Confidential
12 Information with the marked jacket, slip sheet, cover, or container, and shall in good
13 faith take such steps as are necessary to ensure that the non-documentary
14 Confidential Information is not disclosed except as provided in this Stipulation.

15 6. Any information designated as Confidential Information shall not be
16 made available to persons other than the Court in accordance with this Stipulation,
17 Qualified Persons, or the Producing Party that produced the Confidential
18 Information. Qualified Persons who receive Confidential Information shall use it
19 solely for the purpose of this action.

20 7. No copies of Confidential Information shall be made except by or on
21 behalf of counsel of record in this action or recipients otherwise authorized and bound
22 by this Stipulation. Any counsel or other persons and/or entities bound by this
23 Stipulation who make or cause to be made copies of Confidential Information shall
24 maintain all such copies within their possession or the possession of others who are
25 entitled to access such Confidential Information.

26 8. Nothing shall prevent disclosure beyond the terms of this Joint
27 Stipulation if the Producing Party designating the material as Confidential consents
28 in writing to such disclosure, or upon Court order, after notice and a reasonable

1 opportunity to object has been afforded to all Parties, Producing Parties, and affected
2 persons and/or entities.

3 9. The inadvertent or unintentional disclosure by a Producing Party of
4 Confidential Information, or information subject to an evidentiary privilege or
5 immunity, shall not be deemed a waiver in whole or in part of a Producing Party's
6 claim of confidentiality, evidentiary privilege, or immunity either as to the specific
7 information disclosed or as to any other information relating thereto; provided,
8 however, that the Producing Party must make the Confidential designation or claim
9 the privilege or immunity promptly following discovery of the disclosure, but in no
10 event more than ten (10) days from the time of notification of the inadvertent or
11 unintentional disclosure to the Producing Party by any Party, person, or entity.

12 10. Nothing in this Order shall require production of information that a
13 Producing Party contends is protected from disclosure by the attorney-client
14 privilege, work product doctrine, or any other privilege, doctrine, right, or immunity.
15 If, in connection with this action, a Party inadvertently discloses (the "Disclosing
16 Party") information subject to a claim of attorney client privilege, work product
17 doctrine, or any other privilege, doctrine, right, or immunity ("Disclosed Protected
18 Information"), the disclosure of the Disclosed Protected Information shall not
19 constitute or be deemed a waiver or forfeiture of any claim of privilege, work product
20 protection, or other privilege, doctrine, right, or immunity that the Disclosing Party
21 may otherwise be entitled to assert with respect to the Disclosed Protected
22 Information. Within ten (10) business days of discovery of Disclosed Protected
23 Information, a Disclosing Party may assert in writing the attorney client privilege,
24 work product doctrine, or other privilege, doctrine, right, or immunity recognized
25 under applicable laws that is being claimed with respect to Disclosed Protected
26 Information and, to the extent otherwise responsive, shall thereafter provide a
27 privilege log in lieu of the inadvertently produced material in a manner consistent
28 with the Federal Rules of Civil Procedure documenting same. Documents or

1 information subject to a claim of privilege or immunity must be returned as soon as
2 they are discovered, without any need to show the production was inadvertent. The
3 Party receiving such Disclosed Protected Information shall immediately, and in no
4 event later than five (5) business days of discovery or written notification, return or
5 destroy all copies of the Disclosed Protected Information and provide a certification
6 of counsel that all such Disclosed Protected Information has been returned or
7 destroyed. If the receiving Party shared the Disclosed Protected Information with any
8 person or entity before discovering or being notified of the Disclosed Protected
9 Information's unintentional production, the receiving Party must take reasonable
10 steps to retrieve such information. Notwithstanding this paragraph, no Party, person,
11 or entity is required to delete information that may reside on the respective Party,
12 person, or entity's electronic back-up systems that are over-written in the normal
13 course of business, but hereby covenants that such information shall not be retrieved
14 or reviewed for any purpose, including in relation to this action or the assertion of
15 claims against any Party, person, or entity.

16 11. A Party shall not be obligated to challenge the propriety of a
17 Confidential designation at the time made, and a failure to do so shall not preclude a
18 subsequent challenge to such designation. In the event any Party disagrees at any
19 stage of the proceedings with the designation by a Producing Party of any information
20 as Confidential, the affected Party and/or Parties and the Producing Party first shall
21 try to dispose of such dispute in good faith on an informal basis in accordance with
22 Rule 37 of the Federal Rules of Civil Procedure ("Meet and Confer"). To initiate the
23 Meet and Confer process, the Party and/or Parties disagreeing with the designation
24 of Confidential by a Producing Party (individually and collectively, the "Challenging
25 Party," as the context requires) shall provide the Producing Party written notice of
26 each Confidential designation the Challenging Party is challenging and describing
27 the basis for each challenge. To avoid ambiguity as to whether a challenge has been
28 made, the written notice must recite that the challenge to the Confidential designation

1 is being made in accordance with this specific paragraph of the Joint Stipulation. The
2 Challenging Party and the Producing Party must confer directly (in voice to voice
3 dialogue; other forms of communication are not sufficient) within fourteen (14) days
4 of the date of service of the notice, or any other amount of time agreed to in writing
5 by both the Challenging Party and the Producing Party. In conferring, the
6 Challenging Party must explain the basis for its belief that the Confidential
7 designation was not proper and must give the Producing Party a reasonable
8 opportunity to review the designated material, to reconsider the circumstances, and,
9 if no change in designation is offered, to explain the basis for the chosen designation
10 in a timely manner. A Challenging Party may proceed to the next stage of the
11 challenge process only if it has engaged in this meet and confer process first or
12 establishes that the Producing Party is unwilling to participate in the meet and confer
13 process in a timely manner.

14 If the dispute cannot be resolved informally, and the Challenging Party seeks
15 to press a challenge to a Confidential designation after considering the justification
16 offered by the Producing Party, the Challenging Party shall file and serve a motion
17 challenging a Confidential designation within a reasonable amount of time after the
18 meet and confer process has been completed. Any such motion must be accompanied
19 by a competent declaration affirming that the movant has complied with the Meet
20 and Confer requirements imposed herein.

21 The burden of persuasion in any such challenge proceeding shall be on the
22 Producing Party. If the Court finds that any challenges or defenses to a designation
23 were frivolous (e.g., were made to harass or unnecessarily impose expenses or
24 burdens on the other Parties), the Court may issue an order of attorney's fees and
25 costs incurred by the party prevailing on the motion. All Parties shall continue to
26 afford the material in question the level of protection to which it is entitled under the
27 Producing Party's designation until the Court rules on the challenge.

28 12. If any Party wishes to file with the Court any information subject to

1 confidential treatment in accordance with the terms of this Joint Stipulation, or to file
2 any pleadings, motions or other papers disclosing any Confidential Information, that
3 Party shall first comply with the requirements of Rule 5.2 of the Federal Rules of
4 Civil Procedure, the applicable Local Rules of the United States District Court for
5 the Central District of California, and all other applicable Rules and Orders relating
6 to the filing of documents and materials under seal or redaction, except as otherwise
7 provided in this Stipulation. If an order is obtained in compliance with Rule 5.2, the
8 applicable Local Rules, and any other applicable Rule and Order relating to the filing
9 of documents and materials under seal or redaction, the Confidential Information or
10 documents containing Confidential Information shall be filed under seal in
11 accordance with the requirements of Rule 5.2, the applicable Local Rules, and any
12 other applicable Rule and Order, and kept under seal until further order of the Court.
13 Where possible, only Confidential portions of filings with the Court shall be filed
14 under seal. Upon written request by a Party wishing to disclose a document
15 designated Confidential, including, but not limited to, in a filing with the Court in
16 support of a motion, which written request shall generally describe the nature of the
17 intended disclosure, a Producing Party that marked a document Confidential may, in
18 its sole discretion, agree to permit the requested disclosure. Upon motion of a person
19 or entity claiming protection under this Joint Stipulation, the Court will consider
20 protection of Confidential Information at trial. To the extent any Party seeks to use
21 the Confidential Information of a third-party Producing Party at trial, the third-party
22 shall be given written notice and served with the motion filed pursuant to this
23 paragraph, which will provide notice and a reasonable opportunity for the third-party
24 to object to the public disclosure of such Confidential Information.

25 13. Nothing herein shall be deemed to restrict in any manner the use by any
26 Party of its own documents or materials unless they contain Confidential Information
27 of another Party, person, or entity. To the extent such materials may implicate the
28 confidentiality rights of a Party, person, or entity under applicable federal laws, but

1 as to which no opportunity has been provided to designate the material as
2 Confidential Information, such Party, person, or entity shall be given written notice
3 and a reasonable opportunity to object to the public disclosure of such potentially
4 Confidential material.

5 14. This Stipulation shall not be construed to: (i) prevent any Party or its
6 counsel from making use of information that was lawfully in its possession prior to
7 its disclosure by the Producing Party; (ii) apply to information that appears in printed
8 publications or becomes publicly known through no fault of any of the Parties or any
9 of their counsel other than as a result of a breach of this Stipulation; or (iii) apply to
10 information independently and lawfully developed by the recipient Party from public
11 or industry sources, provided that information developed based on Confidential
12 Information shall retain its designation as such and continue to be governed by the
13 terms of this Stipulation. Should a dispute arise as to any specific information or
14 materials, the burden shall be upon the Party claiming that such information or
15 materials is or was publicly known through no fault of any Party or its counsel other
16 than through discovery in this action. This Stipulation does not affect a Party's rights,
17 if any, that existed before execution of this Stipulation, to use or lawfully disclose or
18 prevent use or disclosure of material designated Confidential.

19 15. Notwithstanding any other provisions, nothing herein shall prohibit
20 counsel for a Party from disclosing a document or thing designated Confidential to
21 any entity or person who prepared the document or on the face of the document is
22 clearly identified as an author, addressee, or "carbon copy" or "blind carbon copy"
23 recipient intended by the author of such document or thing.

24 16. A Producing Party may, in good faith, redact not relevant and/or
25 privileged information from any document or thing that is produced.

26 17. Nothing herein shall affect the right of any Producing Party to seek
27 additional protection against the disclosure of any documents or materials.

28 18. Any Party may apply to this Court at any time, upon proper notice, for

1 a modification of this Joint Stipulation with respect to the handling or designation of
2 any document or for any other purpose; provided, however, that any such
3 modification shall only be applied prospectively to documents not yet produced at
4 the time of the Court's order modifying the terms of this Joint Stipulation, unless
5 otherwise agreed or ordered.

6 19. At the conclusion of this action, including any appeal proceedings, all
7 originals and copies of any documents containing Confidential Information shall be
8 returned to the Producing Party or destroyed, upon request by the Producing Party,
9 within forty-five (45) days of the Producing Party's request.

10 20. The provisions of this Joint Stipulation shall continue to be binding after
11 the conclusion of this action, except that a Party may seek the written permission of
12 the Producing Party or further order of the Court with respect to dissolution or
13 modification of the Joint Stipulation. Such request for dissolution or modification of
14 the Joint Stipulation may also be made by any party at any time during the pendency
15 of this action.

16
17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

18
19 Dated: November 14, 2024

GREENSPOON MARDER LLP

20 /s/ Jeffrey Gilbert

21 Sharon A. Urias

22 Jeffrey Gilbert (*admitted pro hac vice*)

23 *Attorneys for Defendants Sunset West*
24 *Legal Group, PC and Quintessa LLC d/b/a*
25 *The Injury Help Network*

26 Dated: November 14, 2024

OLIVER LAW CENTER, INC.

27 /s/ Dana J. Oliver, Esq.

28 Dana J. Oliver, Esq.

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Attorney for Plaintiff and the Proposed Class

Dated: November 14, 2024

PERRONG LAW, LLC

/s/ Andrew Roman Perrong, Esq.
Andrew Roman Perrong, Esq.

Attorney for Plaintiff and the Proposed Class

Dated: November 14, 2024

PARONICH LAW, P.C.

/s/ Anthony Paronich, Esq.
Anthony Paronich, Esq.

Attorney for Plaintiff and the Proposed Class

EXHIBIT A

CERTIFICATION RE: CONFIDENTIAL DISCOVERY MATERIALS

I hereby acknowledge that I, _____ [NAME],
_____[POSITION and EMPLOYER], am about to
receive Confidential Information supplied in connection with the Action (Case No.
2:24-cv-04264-FLA-MAA (C.D. Cal.)). I certify that I understand that the
Confidential Information is provided to me subject to the terms and restrictions of
the Joint Stipulation for Confidentiality and Proposed Protective Order (the
“Stipulation and Protective Order”) in the Action. I have been given a copy of the
Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that the Confidential Information, as defined in the Stipulation
and Protective Order, including any notes or other records that may be made
regarding such Confidential Information, shall not be disclosed to anyone except as
expressly permitted by the Stipulation and Protective Order. I will not copy or use,
except solely for the purposes of this Action, any Confidential Information obtained
pursuant to this Stipulation and Protective order, except as provided therein or
otherwise ordered by the Court in the Action.

To the extent that I am, have been, or reasonably anticipate becoming
employed by a competitor of a Producing Party and/or Designating Party, as those
terms are defined in the Stipulation and Protective Order, I have so advised counsel
to the Parties so that they may provide notice and an opportunity to object to the
disclosure (or seek a further protective order) to the affected Producing Party and/or
Designating Party prior to disclosing such Confidential Information to me.

I further understand that I am to retain all copies of all Confidential
Information provided to me in the Action in a secure manner, and that all copies of
such Confidential Information are to remain in my personal custody until termination
of my participation in this Action, whereupon the copies of such Confidential

1 Information will be returned to counsel who provided me with such materials.

2 I declare under penalty of perjury, under the laws of the United States of
3 America and the State of _____ [STATE OF EXECUTION], that the
4 foregoing is true and correct. Executed this ____day of _____,
5 20__, at _____ [CITY], _____ [STATE].

6
7 DATED:_____ BY:_____

8 Signature

9 Name:

10 Address:

11 Telephone Number:
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